

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:	)	Chapter 11
	)	
Joann Inc., <i>et al.</i> <sup>1</sup> ,	)	Case No. 25-10068(CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket Nos.: 6, 17 and 299</b>
	)	
	)	<b>Hearing Date: Feb. 11, 2025 at 2:00 p.m.</b>

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**JOINDER TO PRELIMINARY OMNIBUS OBJECTION OF THE AD HOC TERM  
LOAN GROUP TO THE DEBTORS' (I) BIDDING PROCEDURES MOTION AND  
(II) CASH COLLATERAL MOTION**

Orchard Yarn and Thread Company Inc. d/b/a Lion Brand Yarn Company ("Lion Brand"), by and through its undersigned counsel, submits this Joinder ("Joinder") to the Preliminary Omnibus Objection of the Ad Hoc Term Loan Group to the Debtors' (I) Bidding Procedures Motion and (II) Cash Collateral Motion ("Objection") [Dkt.299]:

**JOINDER**

1. Lion Brand, as a creditor and party-in-interest, hereby joins and adopts the arguments and legal bases set forth in the Objection to the following motions ("Motions"):
  - a. Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Creditors, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief [Dkt. 6]; and
  - b. Motion of Debtors for Entry of an Order (I) Approving Bidding Procedures, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors' mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

Form and Manner of Notice Thereof, (IV) Approving the Stalking Horse Agreement, (V) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (VI) Authorizing the Assumption and Assignment of Assumed Contracts and Leases, (VII) Approving the Sale of Assets, and (VIII) Granting Related Relief and the proposed bidding procedures annexed thereto [Dkt. 17].

2. Nothing in this Joinder is intended to be or shall be construed as a waiver by Lion Brand of any of its rights, claims or defenses under the Bankruptcy Code, or applicable law. Lion Brand hereby reserves all rights, including but not limited to the right to amend, modify, and/or supplement this Joinder at any time and on any basis.

### **CONCLUSION**

**WHEREFORE**, for the reasons set forth above, Lion Brand respectfully requests this Honorable Court: (i) deny the Motions; and (ii) grant such other relief as it deems appropriate and proper.

Dated: February 7, 2025

*/s/ Scott D. Cousins*

Scott D. Cousins (#3079)

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*Company Inc. d/b/a Lion Brand Yarn  
Company*